

**AGREEMENT FOR THE USE OF EQUIPMENT AND
RELEASE AND WAIVER OF LIABILITY**

This Agreement for the Use of Equipment and Release and Waiver of Liability (“**Agreement and Release**”) is made and effective this ____ day of _____, 20____, by and between Kissimmee Utility Authority (“**KUA**”) and _____ (“**User**”).

In consideration of mutual covenants and promises set forth below, the parties agree as follows:

1. KUA has a 2023 trailer-mounted stainless steel commercial cooker (EU#494) (“**Cooker**”) and agrees to allow the User the free use of said equipment after the User has been instructed by KUA on the proper method of using the Cooker.
2. User is an organization. The signature of User’s representative below constitutes agreement by User to all the terms and conditions set forth in this Agreement and Release.
3. The User agrees to use the Cooker as according to the proper method of use as instructed by KUA.
4. The User acknowledges that use of the Cooker comes with a heightened risk of danger and agrees to assume 100% of any risk related to such use. Accordingly, User agrees to release KUA from any and all liability associated with the use of the Cooker and to waive the right to pursue any claims in any forum against KUA related to such use.
5. The User agrees that in return for the separate and sufficient consideration of the free use of the Cooker, it will indemnify and hold harmless KUA, its officers, board members, agents, employees, and servants from all responsibility, liability and costs, including without limitation attorney’s fees and expert witness fees, for any wrongful death, injury or loss suffered or claimed by any person or damage to any property,

- caused by or arising in any way from the User's use of the Cooker. This obligation to indemnify also includes, without limitation, claims of third parties made against KUA.
6. Prior to any use of the Cooker, User agrees to procure general liability insurance with a limit no less than one million (\$1,000,000.00) dollars to cover any and all claims and expenses that may arise from the use of the Cooker. User shall provide KUA proof of insurance certifying adequate coverage and including KUA as an additional insured on User's applicable insurance policy. In the event a claim is made by any party, including third parties, against KUA related to User's use of the Cooker, the User agrees to fully cooperate with KUA, its insurance carrier or any other person or organization designated by KUA to investigate such claims, and to provide such information as shall reasonably be necessary and/or required.
 7. **Compliance with Guidelines Related to COVID-19.** The Organization acknowledges that Kissimmee, the region, and the United States are in the midst of a global pandemic, COVID-19. The Centers of Disease and Control and Prevention (CDC) have issued guidelines recommending that all persons practice social distancing and follow safety protocols to mitigate the spread of this disease. Therefore, the Organization agrees that while using the Cooker, it will abide by all applicable CDC guidelines, any applicable Orders of regulations of authorities with jurisdiction related to COVID-19, as well as enhanced sanitation protocols recommended by the CDC, for the duration of the activity for which the Cooker is used, including set-up, active use, break-down and re-delivery of the Cooker.

8. **Sovereign Immunity.** No provision of this Agreement and Release is intended, nor shall be construed, to be a waiver by KUA of its sovereign immunity and limitations on KUA's liability that it enjoys under Florida Statutes, Section 768.28.
9. **No Third Party Beneficiaries.** No provision of this Agreement and Release is intended, nor shall be construed, to benefit any party not a signatory hereto.
10. **Undersigned's Authority to Bind User.** By signing below, the undersigned certifies and pledges to KUA that he or she has complete authority to bind User to all the terms and conditions of this Agreement and Release.
11. **Governing Law, Jurisdiction, Venue.** This Agreement and Release, and all matters arising directly or indirectly from this Agreement and Release, will be governed by and construed in accordance with the laws of the State of Florida without giving effect to the conflicts of laws, provisions or principles thereof. For any legal action, suit, claim, or other proceeding arising out of or in any way connected with this Agreement and Release, each of the parties to this Agreement and Release consents to the exclusive jurisdiction and venue of the state and federal courts sitting in, or having principal jurisdiction over, Osceola County, Florida.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties have caused this Agreement for the Use of Equipment and Release and Waiver of Liability to be executed by their duly authorized representatives as of the date indicated above.

Kissimmee Utility Authority (KUA) _____(User)

By: _____ By: _____

Title: _____ Title: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of

- ☐ Physical Presence, - **OR** -
☐ Online Notarization,

this ____ day of _____, by _____(name),
as _____(type of authority), for _____
(organization), who is personally known to me or who has produced _____
_____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal on this ____ day of _____, A.D. 20____.

My commission expires:

SEAL

Notary Public

Printed or typed name